



Interstate Telcom Consulting, Inc.

Independent Telecommunications Consultants

PSC REF#:109836

Public Service Commission of Wisconsin
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March 17, 2009

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

Dear Ms. Paske:

I am filing this letter and signed Agreement electronically on behalf of Niagara Telephone Company (Niagara), Mr. Lee Norton, P.O. Box 3, Niagara, WI 54151.

Niagara hereby requests approval, pursuant to 47 U.S.C. 252 (e) or (i), of the enclosed Interconnection Agreement, to establish Reciprocal Compensation between Niagara and New-Cell, Inc. (New-Cell). Niagara has been authorized by New-Cell to submit this Agreement to the Public Service Commission of Wisconsin for approval.

I hereby certify that a copy of this filing has been sent to New-Cell via U.S. mail at the following address:

Mr. Jim Lienau, VP of Corporate Services
New-Cell, Inc.
450 Security Boulevard
Green Bay, WI 54307-9079

Sincerely,

Roxanne Hacker
Interstate Telcom Consulting, Inc.

RKH/lac

Interconnection Agreement

THIS AGREEMENT ("Agreement") by and between Niagara Telephone Company ("Niagara") a Wisconsin corporation with principal offices located at 1133 Main Street, P.O. Box 3, Niagara, WI 54151-0003 and New-Cell, Inc. d/b/a Cellcom ("Cellcom") a Wisconsin corporation with principal offices located at 450 Security Boulevard, P.O. Box 19079, Green Bay, WI 54307-9079 (each referred to as a "Party" and collectively as "Parties") will be deemed effective the 16th day of February 2009 (the "Effective Date").

WHEREAS, Cellcom is a CMRS provider operating within the State of Wisconsin; and,

WHEREAS, Niagara is a Local Exchange Carrier in the State of Wisconsin; and,

WHEREAS, the Parties exchange Telecommunications Traffic between their networks and wish to establish Reciprocal Compensation arrangements for such traffic as required under 47 U.S.C. § 251(b)(5); and

WHEREAS, Sections 251 and 252 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 have specific requirements for Interconnection, and the Parties intend that this Agreement meets these requirements; and,

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Cellcom and Niagara hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below:

1.1 "Access Tandem" or "Tandem Switch" is a switching system that provides a concentration and distribution function for originating or terminating traffic between end offices, and/or a customer's premises and may be capable of providing Feature Group D service.

1.2 "Act" means the Communications Act of 1934, as amended by the Telecommunications Act of 1996, and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC.

1.3 "Affiliate" is As Defined in the Act.

1.4 "As Defined in the Act" means as specifically defined by the Act and as from time-to-time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.5 "Central Office Switch" means a switch used to provide Telecommunications Service. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.6 "Commercial Mobile Radio Services" or "CMRS" means Commercial Mobile Radio Services as defined in Part 20 of the FCC's rules.

1.7 "Commission" means the Public Service Commission of Wisconsin.

1.8 "End Office Switch" is LEC's switching system where telephone loops are terminated for purposes of interconnection to each other and to LEC's system.

1.9 “FCC” means the Federal Communications Commission.

1.10 “Interconnection” is direct or indirect connection through automatic or manual means to permit the transmission or reception of messages or signals to or from points in the public switched network.

1.11 “Interconnection Facilities” are the facilities or combination of facilities, circuits, service arrangements, trunks, and trunk groups used to deliver Telecommunications Traffic to and from the LEC’s end office switches and to the Wireless Carrier MSC.

1.12 “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, InterLATA Service or IntraLATA Toll Traffic.

1.13 “Information Service Provider” or “ISP” is as defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158, including Internet providers.

1.14 “Local Access and Transport Area” or “LATA” is As Defined in the Act.

1.15 “Local Calling Scope” for LEC is determined by the Public Service Commission of Wisconsin. The terms of this agreement do not affect the rates billed by either Party to their own customers.

1.16 “Local Exchange Carrier” or “LEC” is As Defined in the Act.

1.17 “Major Trading Area” or “MTA” means Major Trading Area as defined by Section 24.202(a) of the FCC rules, or any successor provision defining MTA.

1.18 “Mobile Switching Center” or “MSC” means the switching center used by a CMRS carrier in performing routing functions for originating or terminating functions for calls to or from end user customers of the CMRS carrier. It is the functional equivalent of a tandem switch and End Office switch.

1.19 “NPA” or the “Number Plan Area” also referred to as an “area code” refers to the three digit code which precedes the NXX in a dialing sequence and identifies the general calling area within the North American Numbering Plan scope to which a call is to be routed (i.e., NPA/NXX-XXXX).

1.20 “NXX” means the three-digit code which appears as the first three digits of a seven digit telephone number within a valid area code (i.e., an NXX other than a special 500, 600, 700, 800 and 900 codes).

1.21 “Party” means either Cellcom or Niagara, and “Parties” means Niagara and Cellcom.

1.22 “POI” or Point of Interconnection means any technically feasible point of demarcation where the exchange of Telecommunications Traffic between two carries takes place.

1.23 “Reciprocal Compensation” means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and termination on each carrier’s network of Telecommunications Traffic that originates on the network facilities of the other carrier.

1.23.1 “Tandem Transit” means the switching and intermediate transport of traffic between two Telecommunications Carriers, one of which is a Party to this Agreement and one of which is not, carried by the other Party to this agreement that neither originates nor terminates that traffic on its network while acting as an intermediary.

1.24 "Termination" means the switching of Telecommunications Traffic at the terminating Party's End Office Switch, or equivalent facility, and delivery of such traffic to the called Party.

1.25 "Transport" means the transmission and any necessary tandem switching by a Party of Telecommunications Traffic subject to Section 251(b)(5) of the Act from the Point of Interconnection between the Parties to the terminating carrier's end office switch or functionally equivalent facility that directly serves the called Party.

1.26 "Telecommunications Traffic" is that traffic between a LEC and CMRS provider that, at the beginning of the call, originates and terminates within the same Major Trading Area (MTA) as defined in 47 U.S.C. § 24.202(a). For purposes of determining whether traffic originates and terminates within the same MTA, and therefore whether the traffic is Telecommunications Traffic subject to Reciprocal Compensation, the location of the End Office serving the landline end user and the location of the cell site that serves the mobile end user at the beginning of the call will be used

2.0 INTERPRETATION AND CONSTRUCTION

All references to Sections and Attachments, shall be deemed to be references to Sections of, and Attachments to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to affect the meaning of this Agreement.

3.0 SCOPE OF AGREEMENT

This Agreement shall cover the exchange of traffic between Niagara's network in Wisconsin and Cellcom's network in the Milwaukee Wisconsin MTA. This Agreement has no effect on the definition of end user services that either Party offers to its end user customers, the services either Party chooses to offer to its respective end user customers, or the rate levels or rate structures that either Party charges its customers for services.

4.0 SERVICE AGREEMENT

4.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of Cellcom and Niagara.

Description. Cellcom currently has direct interconnection facilities with Niagara.

4.1.1 Nothing in this Agreement shall prohibit Cellcom from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the Cellcom brand name and license. Traffic originating on such extended networks shall be treated as traffic under the terms and conditions of this Agreement.

5.0 INTERCONNECTION

This Section sets forth the rights and obligations of each Party to establish direct interconnection to enable the exchange of Telecommunications Traffic between the networks of both Parties and the Reciprocal Compensation rates to be charged for the exchange of such traffic.

5.1 Traffic Exchanged.

5.1.1 The scope of the traffic subject to this Agreement will be Telecommunications Traffic that originates from a subscriber on the network of one Party and is delivered to a subscriber on the network of the other Party within the same MTA including, but not limited to, Telecommunications Traffic that is delivered via a third-party Tandem Switch or Telecommunications traffic that originates on Cellcom's network and terminates on a third-party network and transits the Niagara network via the Niagara Tandem Switch but is not originated or terminated on the Niagara network.

5.1.2 The Parties agree that the exchange of traffic on Niagara's extended area calling service (EAS) routes and Extended Community Calling (ECC) routes will be considered Telecommunications Traffic and compensation for the Transport and Termination of such traffic will be paid pursuant to the terms of this Agreement. Niagara's EAS and/or ECC routes are the facilities to those exchanges within Niagara's local calling area, as defined in Niagara's local service tariff. An NXX or Thousands Block assigned to Cellcom shall be included in any EAS, ECC, or similar program to the same extent as any other NXX or Thousand Block in the same rate center.

5.2 Compensation

5.2.1 Niagara will compensate Cellcom for the Transport and Termination of Telecommunications Traffic that originates on Niagara's network and is delivered to Cellcom's network over the direct interconnection facilities described in 5.3.1 of this agreement for termination to Cellcom's customers. Cellcom will compensate Niagara for the Transport and Termination of Telecommunications Traffic that originates on Cellcom's network and is delivered to Niagara's network via the direct interconnection facilities described in 5.3.1 of this agreement for termination to Niagara's customers.

5.2.2 Niagara will use its own usage records summarizing traffic originated by Cellcom and terminating to Niagara. This usage information will be used by Niagara for billing Cellcom for traffic terminating to Niagara. Cellcom will use its own usage records for terminating Telecommunications Traffic originated by Niagara for billing Niagara. Upon request, each Party shall provide the other Party with a copy of the above described usage records.

5.2.3 The Parties agree to compensate one another at the direct Termination Rate set forth in Attachment I for the Telecommunications Traffic termination services to be provided pursuant to this Agreement. The Parties agree the rates will become effective as of the Agreement's Effective Date.

5.2.4 The parties agree that during the term of this Agreement 100% percent of the calls exchanged over these interconnection facilities and terminated by either party shall be considered Telecommunications Traffic subject to the direct Termination Rate as described in Attachment I.

5.2.5 Cellcom will compensate Niagara for traffic that originates on Cellcom's network and terminates on a third-party network and that transits the Niagara network at the Niagara tandem transit rate set forth in Attachment I.

5.3 Facilities

5.3.1 Cellcom currently has provisioned direct facilities with Niagara. The Point of Interconnection for the exchange of Telecommunications Traffic between Niagara and Cellcom will occur at the Niagara tandem located in Niagara, Wisconsin. Both parties will be responsible for providing facilities to this POI.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the inter-operability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. If such a change causes the other Party to incur any material expense to maintain interoperability, the Parties agree to negotiate in good faith to promptly establish the terms and conditions for such a change of which terms and conditions shall be consistent with the requirements of the Act, prior to making such a change.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Each Party shall construct, equip, maintain, and operate its network in accordance with generally accepted engineering practices for telephone systems and in compliance with all applicable rules and regulations, as amended from time-to-time, by any regulatory body empowered to regulate any aspect of the facilities contemplated herein.

7.2 Each Party is solely responsible for the services it provides to its customers and to other Telecommunications Carriers.

7.3 Each Party is responsible for administering NXX codes or Thousand Blocks of numbers assigned to it.

7.4 The N-1 carrier will be responsible for the query, where "N" is the entity terminating the call to the end user provider, or a network provider contracted by the entity to provide tandem access. Thus, the N-1 carrier (i.e. the last carrier before the terminating carrier) for a local call will be the calling customer's local service provider. The N-1 carrier may perform its own querying or it may arrange for other carriers or 3rd parties to provide querying services on its behalf.

7.5 Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of Common Language Location Identifier (CLLI) codes assigned to its switches.

7.6 Each Party shall use the LERG published by Telcordia Technologies, Inc. ("Telcordia") or its successor for obtaining routing information and shall provide all required information to Telcordia for maintaining the LERG in a timely manner.

7.7 Niagara shall program and update its Central Office Switches and End Office switches and network systems to recognize and route traffic to NXX codes or Thousand Blocks of numbers assigned to Cellcom. Cellcom shall do the same with respect to its MSC for recognizing and routing traffic to Niagara's NXX codes or Thousands Blocks of numbers. Except as mutually agreed in writing or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

8.0 TERM AND TERMINATION

8.1 The initial term ("Initial Term") of this Agreement shall be for two (2) years which shall commence on the Effective Date. Absent the receipt by one Party of written notice from the other Party at least ninety (90) days prior to the expiration of the Initial Term or any renewal term (as described below) to the effect that such Party intends to terminate this Agreement with or without cause, this Agreement shall automatically renew for an additional one (1) year term ("Renewal Term"). In the event such notice of termination is provided, and either

Party requests in good faith to re-negotiate a successor agreement, this Agreement shall remain in effect until this Agreement has been replaced by a new negotiated or arbitrated Agreement.

8.2 Upon termination or expiration of this Agreement in accordance with this Section:

(a) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement; and

(b) each Party's indemnification, confidentiality and dispute resolution obligations shall survive termination or expiration of this Agreement.

8.3 This Agreement may be terminated upon thirty (30) days written notice given by one Party to the other if any one of the following occurs:

(a) Failure of the other Party to meet any material covenant, agreement, or obligation provided for in this Agreement if it has not cured or commenced to cure any such default within thirty (30) days after written notice thereof by the non-defaulting Party; or

(b) The other Party becomes insolvent or is adjudicated as bankrupt, or its business comes into possession or control of any trustee in bankruptcy, or a receiver is appointed for it, or it makes a general assignment for the benefit of creditors. If any of these events occurs, no interest in this Agreement shall be deemed an asset to creditors.

9.0 PAYMENTS AND BILLING

9.1 Bill Exchange. The Parties agree that payments due under this Agreement shall be calculated as follows:

9.1.1 Format. Niagara will prepare bills in a format based on its own tandem billing records. The Parties agree that these records are an accurate representation of the traffic exchanged between the Parties. In the case of data loss or errors in the records provided, the Parties agree to bill for estimated usage based on an average of the previous 3 month's billing cycles.

9.1.2 Timing. The Parties will render bills monthly. Non-recurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and network usage will be billed in arrears. All bills will be due when rendered and will be considered past due thirty (30) days after the bill date.

9.2 Billing Disputes. The Parties agree that they will each make a good faith effort to resolve any billing dispute. If any portion of an amount due to a billing Party under this Agreement is subject to a dispute between the Parties, the billed Party will, within thirty (30) days of its receipt of the invoice containing such disputed amount, give notice to the billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The billed Party will pay when due all undisputed amounts to the billing Party. If the Disputed Amount is resolved in favor of the billing Party, the billed Party will thereafter pay the Disputed Amount with appropriate late charges (see 9.3 below), if applicable, upon final determination of such dispute, pursuant to Section 16 herein.

9.3 Late Payment Charges. If any undisputed amount due on a billing statement issued by one Party is not received by the other Party on the payment due date, then the billing Party may charge, and the billed Party agrees to pay interest on the past due balance at a rate equal to one and one-half percent (1 1/2) per month or the

maximum non-usurious rate of interest under applicable law. Late payment charges will be included on the next statement.

10.0 CANCELLATION CHARGES

Except as otherwise agreed to by the Parties in writing, no cancellation charges shall apply.

11.0 NON-SEVERABILITY

11.1 The services, arrangements, terms and conditions of this Agreement were mutually negotiated by the Parties as a total arrangement and are intended to be non-severable.

11.2 Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of federal or state law, or any regulations or orders adopted pursuant to such law.

12.0 INDEMNIFICATION

12.1 General Indemnity Rights. Each Party (the “Indemnifying Party”) will defend and indemnify the other Party, its officers, directors, employees and permitted assignees (collectively, the “Indemnified Party”) and hold such Indemnified Party harmless against:

12.1.1 Any loss to a third person arising out of the gross negligence or willful misconduct (“Fault”) by such Indemnifying Party or the Fault of its employees, agents and subcontractors; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (2) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (3) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

12.1.2 Any loss arising from such Indemnifying Party’s use of services offered under this Agreement, involving pending or threatened claims, actions, proceedings or suits (“Claims”) for libel, slander, invasion of privacy, or infringement of intellectual property rights arising from the Indemnifying Party’s own communications.

12.2 Indemnification Procedures. Whenever a Claim or loss for which indemnification arises under this Section, the relevant Indemnified Party, as appropriate, will promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party will not relieve the Indemnifying Party of any liability or obligation to defend that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party’s ability to defend such Claim or loss. The Indemnifying Party will have the right to defend against such liability or assertion in which event the Indemnifying Party will give written notice to the Indemnified Party of acceptance of the defense of such Claim or loss and the identity of counsel selected by the Indemnifying Party. Until such time as Indemnifying Party provides such written notice of acceptance of the defense of such Claim or loss, the Indemnified Party will defend such Claim or loss, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party, to seek a determination that it had no obligation to indemnify the Indemnified party for such Claim. If it is determined that the Indemnifying Party had no obligation to indemnify the Indemnified Party, the Indemnified Party shall reimburse the Indemnifying Party for the costs the Indemnifying Party incurred for such defense. The

Indemnifying Party will have exclusive right to control and conduct the defense and settlement of any Claims or losses for which it has given notice of acceptance of the duty to defend, subject to consultation with the Indemnified Party. The Indemnifying Party will not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. At any time, an Indemnified Party will have the right to refuse a compromise or settlement and, at the Indemnified Party's cost, to take over such defense; provided that in such event the Indemnifying Party will not be responsible for, nor will it be obligated to indemnify the relevant Indemnified Party against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the Claim or loss requests equitable relief or other relief that could affect the rights of the Indemnified Party and also will be entitled to employ separate counsel at its own cost for such defense at such Indemnified Party's expense. If the Indemnifying Party does not accept the defense of any indemnified Claim or loss as provided above, the Indemnified Party will have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to reasonably cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim or loss, and the relevant records of each Party will be available to the other Party with respect to any such defense.

13.0 LIMITATION OF LIABILITY

13.1 Limited Responsibility. Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such Party, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its Affiliates, agents, subcontractors, or other persons retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier (other than an Affiliate) providing a portion of a service.

13.2 Limitation of Damages. In no event will either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided that the foregoing will not limit a Party's obligation under Section 12, Indemnification.

13.3 Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event."

13.3.1 If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations are dependent upon the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and proceed to perform with dispatch once the causes are removed or cease. The affected Party shall provide prompt notice to the other Party once the causes are removed or ceased.

14.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

14.1 Except as expressly provided under this Agreement, no Party makes or receives any warranty, express or implied, with respect to the services, functions and products it provides or is contemplated to provide under this Agreement and the parties disclaim the implied warranties of merchantability and/or of fitness for a particular purpose. Additionally, neither party assumes any responsibility with regard to the correctness of data or information supplied by the other party when this data or information is accessed and used by a third-party.

15.0 GOVERNING LAW

This Agreement will be governed by and construed in accordance with the Act and the State Commission's and FCC's Rules and Regulations as amended, except insofar as Wisconsin State law may control any aspect of this Agreement, in which case the domestic laws of Wisconsin, without regard to its conflict of laws principles, will govern.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, and/or regulations that subsequently may be adopted by any federal, state or local governmental authority. Each Party agrees, upon request of the other Party, to negotiate in good faith modifications to this Agreement to effectuate such changes in applicable laws, rules, and/or regulations.

16.0 DISPUTE RESOLUTION

Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the State Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purpose of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

16.1 Informal Resolution of Disputes At the written request of a Party, each Party will within seven (7) days from the written request appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the written consent of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in any formal dispute proceeding.

16.2 Formal Dispute Resolution If negotiations fail to produce an agreeable resolution within ninety (90) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. In the case of an arbitration, each Party shall bear its own costs. The Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator.

16.3 Continuous Service The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their payment obligations (including

making payments in accordance with Sections 5 and 9) in accordance with this Agreement.

17.0 MISCELLANEOUS

17.1 Authorization.

17.1.1 Niagara is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

17.1.2 Cellcom is a corporation duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

17.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

17.2.1 Niagara shall make available to Cellcom, pursuant to 47 U.S.C. § 252(i) and the FCC rules and regulations regarding such availability, any individual Interconnection, service or network element arrangement provided under any other agreement filed and approved pursuant to 47 U.S.C. §252. Upon Cellcom's written request, Niagara shall provide Cellcom such Interconnection, service or network element arrangement without unreasonable delay, and the Parties shall amend this Agreement to include such Interconnection, service or network element arrangement upon the same rates, terms, and conditions as provided in the other filed agreement.

17.3 Independent Contractors. Neither this Agreement, nor any actions taken by Cellcom or Niagara, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between Cellcom and Niagara, or any relationship other than that of purchaser and seller of services. Neither this Agreement, nor any actions taken by Cellcom or Niagara in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between Cellcom and Niagara end users or others.

17.4 Confidentiality.

17.4.1 As used in this Agreement, "Confidential Information" means any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs, and other software and documentation of one Party (a Disclosing Party) that is furnished or made available or otherwise disclosed to the other Party or any of its employees, contractors, agents (, a "Receiving Party") in connection with this Agreement. Confidential Information, if written, shall be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, shall be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure except that the following information shall be deemed Confidential Information, whether or not marked as such: oral or written negotiation, orders for services, usage information in any form and Customer Proprietary Network Information as that term is defined in the Act and rules and regulations of the FCC. Unless Confidential Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is rightfully received from a third person having no direct or indirect obligation of confidentiality or restriction on use to the Disclosing Party with respect to such information, or is independently developed by the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (i) shall be held in confidence by each Receiving Party; (ii) shall be disclosed to only those persons who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (iii) may be used for other purposes only upon such terms and

conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party shall be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law only in accordance with Section 17.4.2 of this Agreement.

17.4.2 If any Receiving Party is required by any governmental authority or by applicable law to disclose any Proprietary Information, then such Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible and prior to such disclosure. The Disclosing Party may seek appropriate protective relief from all or part of such requirement or if it fails to successfully do so, the Receiving Party may comply with the requirement. The Receiving Party shall not interfere with the Disclosing Party's efforts to obtain any protective relief which such Disclosing Party chooses to obtain.

17.4.3 In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or destroy all Proprietary Information and other documents, work papers and other material (including all copies thereof) obtained from the other Party in connection with this Agreement and shall use all reasonable efforts, including instructing its employees and others who have had access to such information, to keep confidential and not to use any such information, unless such information is now, or is hereafter disclosed, through no act, omission or fault of such Party, in any manner making it available to the general public.

17.5 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, property, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. These amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to provide said resale tax exemption certificate beyond fourteen (14) days from the invoice will result in no exemption being available to the purchasing Party.

17.6 Non-Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. A Party may assign this Agreement upon written consent of the other Party, which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to an Affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity by providing written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.

17.7 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

17.8 Notices. Except as may be otherwise specifically provided, all notices and communications shall be in writing and delivered by: (a) United States Postal Service certified or registered mail, return receipt requested, postage prepaid; (b) facsimile transmission with a copy mailed by first class mail or its equivalent deposited in the United States Postal Service, postage prepaid; (c) overnight courier service; or (d) personal delivery; and shall be directed to the persons at the applicable addresses set forth below, or to such other person or place as the Parties may direct by written notice to the other Party. Notice shall be deemed received on the date of facsimile transmission confirmation, or the date of delivery, whichever applies, to the following addresses of the Parties:

To:

To:

Niagara Telephone Company
Attn: Lee Norton
1133 Main Street
Niagara, WI 54151-0003
TEL: 715-251-3116
FAX: 715-251-1119

New-Cell, Inc. d/b/a Cellcom
Attention: Jim Lienau
450 Security Blvd., P.O. Box 19079
Green Bay, WI 54307-9079
TEL: 920-617-7101
FAX: 920-617-7329

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

17.9 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

17.10 Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

17.11 No Third Party Beneficiaries; Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

17.12 No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

17.13 Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise. Each Party shall provide the other written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which may materially impact the other's service or such other period as presented by applicable FCC or Commission rule. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

17.14 Scope of Agreement. This Agreement is intended to describe and enable specific Reciprocal Compensation arrangements between the Parties. This Agreement does not obligate either Party to provide arrangements not specifically provided for herein.

17.15 Entire Agreement. The terms contained in this Agreement and its Attachments and the other documents or instruments referred to herein which are hereby incorporated into this Agreement by reference as if set forth fully herein, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or

other communications. This Agreement may only be modified in writing signed by an authorized representative of each Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date listed below.

NEW-CELL, INC D/B/A CELLCOM

By: James W. Lienau

Date: 2/20/09

Printed: James W. Lienau

Title: Vice President of Corporate Technical Services

NIAGARA TELEPHONE COMPANY

By: Lee Norton

Date: 2/23/09

Printed: Lee Norton

Title: General Manager

ATTACHMENT I

LOCAL TRANSPORT AND TERMINATION RATES

Direct Termination Rate	Per Terminating Conversation Minute \$0.024
Tandem Transit Rate	Per Conversation Minute \$0.008

ATTACHMENT II

Exchanges and NPA/NXXs

1. Niagara Telephone Company NPA/NXXs

<u>Rate Center</u>	<u>NPA/NXX</u>	<u>Applicable EAS/ECC Rate Center</u>
Aurora	715-589	Iron Mountain
Florence	715-528	Iron Mountain
Niagara	715-251	Iron Mountain
Spread Eagle	715-696	Iron Mountain

2. New-Cell d/b/a Cellcom NPA/NXXs

<u>Rate Center</u>	<u>NPA/NXX*</u>	<u>Applicable EAS/ECC Rate Center</u>
Niagara	715-988-0xxx	Niagara
Florence	715-625-5xxx	Florence
Iron Mountain	906-271	Spread Eagle
Iron Mountain	906-271	Aurora

*Note where applicable Number Pooling Thousands Block Assignments.